



ORIGINAL

Invitation for Bids No. 011516

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Pima Paving, Inc.

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Pima Paving, Inc.

Corporate Address: 5180B N La Cholla Blvd Tucson, AZ 85705

Incorporated under the laws of the State of : Arizona

By (Signature): [Signature] **Date:** 3/22/16

President: [Signature]

Secretary: [Signature]

Treasurer: [Signature]

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Pima Paving, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 222,907.93

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Twenty Two Thousand Nine Hundred Seven Dollars
and Ninety Three Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	1,313.68	1,313.68
202	Removal of Structures and Obstructions	L.SUM	1	2,103.73	2,103.73
205	Grading Roadway for Pavement	SQ.YD.	5200	6.21	32,292.00
303	Aggregate Base, Class 2	CU.YD.	870	58.21	50,642.70
409	Asphaltic Concrete (Misc. Structural)	Ton	715	101.50	72,572.50
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	52.69	6,217.42
701	Maintenance and Protection of Traffic	L.SUM	1	7,095.84	7,095.84
810	Erosion Control and Pollution Prevention	L.SUM	1	2,009.35	2,009.35
901	Mobilization	L.SUM	1	16,371.84	16,371.84
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	\$20,000.00	\$20,000.00
925	Construction Surveying and Layout	L.SUM	1	12,288.87	12,288.87

Total Base Bid \$ 222,907.93

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Pima Paving, Inc,
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company,
a corporation duly organized under the laws of the State of Iowa,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Reginald West
By

President
Title

Surety

Robin Johnston
By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 21st day of March, 20 16

My commission expires: 03-19-2019

Scott C Adams
Notary Public



SCOTT C ADAMS
NOTARY PUBLIC, ARIZONA
PIMA COUNTY
My Commission Expires
March 19, 2019



P.O. Box 712 • Des Moines, IA 50306-0712

No. B23752

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
ADAM GRIGGS, JOHN KNAPP, ROBIN JOHNSTON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

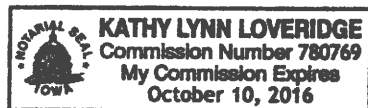
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27th day of MAY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freil
Michael Freil
Assistant Vice President

On this 27th day of MAY AD 2015 before me a
Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil,
who, being by me duly sworn, did say that they are, and are known to me to be the Chairman,
President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary,
respectively, of each of The Companies above; that the seals affixed to this instrument are the
seals of said corporations; that said instrument was signed and sealed on behalf of each of the
Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley
and Michael Freil, as such officers, acknowledged the execution of said instrument to be the
voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies,
and this Power of Attorney issued pursuant thereto on MAY 27, 2015 on behalf of:
ADAM GRIGGS, JOHN KNAPP, ROBIN JOHNSTON

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of
each Company this 21st day of MARCH, 2016.

[Signature] Vice President

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Pima Paving Inc.
5180B N La Cholla Blvd Tucson, AZ 85705
(520) 888-2820
2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm. *(see attached letter)*
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference. *(see Bid Schedule)*
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference. *(see Reference List)*

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included. (see attached letter)²
 - e. List the specific qualifications the Contractor has in supplying the specified services. (see attached letter)¹
 - f. Gila County reserves the right to request additional information.
6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** .75
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** 084295



Signature of Authorized Representative

Howard Stough

Printed Name

Vice President

Title



March 22, 2016

Gila County Procurement Department
1400 East Ash Street
Globe, AZ 85501

RE: Qualification and Certification Form (QC-1 To QC-2)
Bid: 011516 – Mesa Del Caballo Street Improvements Project-Phase I

To Whom It May Concern:

This letter serves to provide the additional information requested on the Qualification and Certification Form.

Pima Paving, Inc. has been a general contractor specializing in road construction since 1978. The current Directors and President have been with the Company for decades and continue to be intimately involved in its operation. Between the three main figures in the Company there is more than 95 years of construction experience.

Pima Paving, Inc. has completed projects all over the state of Arizona, from border towns to the rim of the Grand Canyon. We are experienced in working both with federal entities, such as the USDA Forest Service, and smaller government entities, such as towns/cities/counties. Some of our projects have been located in very remote, hard-to-access areas but that has proven not to be an issue in completing quality projects in a timely manner.

We look forward to the opportunity to work for you. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Stough", is written over a horizontal line.

Howard Stough
Vice President
Pima Paving, Inc.



March 22, 2016

Gila County Procurement Department
1400 East Ash Street
Globe, AZ 85501

RE: List of Subcontractors (QC-1 To QC-2)

Bid: 011516 – Mesa Del Caballo Street Improvements Project-Phase I

To Whom It May Concern:

This letter serves to provide the additional information requested on the Qualification and Certification Form.

We wish to list to following company as an intended subcontractor for this project:

- Palo Verde Constructors (for asphalt pulverization)
 - o AZROC # 187565
 - o Contact: Patrick Shields
 - o Phone: 602-510-9350

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Stough", is written over the typed name.

Howard Stough
Vice President
Pima Paving, Inc.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Pima County Transportation Dept
Contact: Ali Fermawi
Phone: (520) 740-2813
Address: 1313 S. Mission Rd , Bldg 11 Tucson, AZ 85713

2. **Company:** Town of Marana
Contact: Patrick O'Kane
Phone: (520) 382-1999
Address: 11555 W Civic Center Dr Marana, AZ 85653

3. **Company:** City of Sedona
Contact: Andy Dickey
Phone: (928) 203-5039
Address: 102 Roadrunner Dr Sedona, AZ 86336

4. **Company:** Town of Florence
Contact: Tom Celaya
Phone: (520) 866-7646
Address: P.O.Box 2670, 425 E Buggles St Florence, AZ 85132

Pima Paving, Inc.
Name of Business

And S
Signature of Authorized Representative

Vice President
Title

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: Pima)

Howard Stough
(Name of Individual)
being first duly sworn, deposes and says:

That he is Vice President
(Title)
of Pima Paving, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

Pima Paving, Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Pima Paving, Inc.
Name of Business

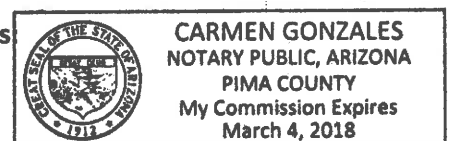
Hel St
By

Vice President
Title

Subscribed and sworn to before me this 22nd day of March, 20 16.

Carmen Gonzales
Notary Public

My Commission expires:



Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such **subcontractors will be identified and approved by the County prior to award of contract**; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes ☒ it is my intention to subcontract a portion of the work.

No ☐ it is not my intention to subcontract a portion of the work.

Pima Paving, Inc.
Name of Business


Signature of Authorized Representative

Vice President
Title

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

Proposal	<u>✓</u>
Bidding Schedule	<u>✓</u>
Surety (Bid) Bond	<u>✓</u>
Qualification & Certification Form	<u>✓</u>
Reference List	<u>✓</u>
Affidavit of Non-Collusion	<u>✓</u>
Subcontractor Certification	<u>✓</u>
Contract	<u>✓</u>
Bidders Checklist & Addenda Acknowledgment	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	<u>3/11/16</u> <u>H.S.</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 22nd day of March, 2016.

Pima Paving, Inc.
CONTRACTOR:

Ad SL
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this 22nd day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and Pima Paving, Inc. of the City of Tucson, County of Pima, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

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MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed**, and shall be completed within the following limits:

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$490.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

ARTICLE X – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

Contract continued...

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 222,907.93 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Howard Stough
Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Oblige) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Oblige for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,
and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Oblige) in the amount of (100% of Contract Amount) _____ dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Oblige for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, Howard Stough, representing
Pima Paving, Inc. (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

 3/22/16
(Officer, Partner, Owner) Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pima Paving, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
- ☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

5180B N La Cholla Blvd

6 City, state, and ZIP code

Tulson, AZ 85705

Requester's name and address (optional)

Gila County

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

86 - 0355263

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

H. J. J.

Date ▶

3/22/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.